



Hawaii State Department of Health

LEGAL AD DATE: December 1, 2009

REQUEST FOR PROPOSALS No. RFP-HTH-560-WIC-10-01-O

SEALED OFFERS FOR PROJECT PLANNING CONTRACTOR FOR WOMEN, INFANTS AND CHILDREN (WIC) COMPUTER APPLICATION DEVELOPMENT PROJECT

STATE OF HAWAII
DEPARTMENT OF HEALTH
FAMILY HEALTH SERVICES DIVISION
WIC SERVICES BRANCH

WILL BE RECEIVED UP TO 2:00 P.M. (HST) ON

DECEMBER 30, 2009

IN THE WIC SERVICES BRANCH, LEIOPAPA A KAMEHAMEHA BUILDING, 235
SOUTH BERETANIA STREET, ROOM 701, HONOLULU, HAWAII 96813. DIRECT
QUESTIONS RELATING TO THIS SOLICITATION TO SUSAN KANOUR, TELEPHONE
(808) 586-4774, FACSIMILE (808) 586-8189 OR E-MAIL AT susan.kanour@doh.hawaii.gov.

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SECTION ONE
INTRODUCTION AND KEY DATES

1.01 TERMS AND ACRONYMS USED THROUGHOUT THE SOLICITATION

BAFO	= Best and Final Offer
CPO	= Chief Procurement Officer
DOH	= State of Hawaii Department of Health, Administrative Services Office, P.O. Box 3378 Honolulu, HI 96801
DOTAX	= State of Hawaii Department of Taxation
FNS	= Food and Nutrition Service
GC	= General Conditions, issued by the Department of the Attorney General
GET	= General Excise Tax
HAR	= Hawaii Administrative Rules
HISO	= State of Hawaii Department of Health, Health Information Systems Office
HCE	= Hawaii Compliance Express
HRS	= Hawaii Revised Statutes
HST	= Hawaii Standard Time
IAPD	= Implementation Advance Planning Document
Offeror	= Any individual, partnership, firm, corporation, joint venture, or representative or agent, submitting an offer in response to this solicitation.
PAPD	= Planning Advance Planning Document
PPC	= Project Planning Contractor
Procurement Officer	= The contracting officer for the State of Hawaii, Department of Health
RFP	= Request for Proposals
State	= State of Hawaii, including each departments and political subdivisions
SWICH	= Serving Women, Infants and Children In Hawaii
USDA	= United States Department of Agriculture
WIC	= Women, Infants and Children

1.02 INTRODUCTION

The Hawaii Department of Health, Family Health Services Division, Women, Infants and Children (WIC) Services Branch desires to enter into a contract with a Project Planning Contractor to supply qualified consultant services for WIC computer application development project.

1.03 CANCELLATION

The Request for Proposal (RFP) may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State. The RFP and any or all proposals may be rejected if the State does not receive United States Department of Agriculture Food and Nutrition Service funding required to proceed with the project and subsequent contract.

1.04 CONTACTS

For technical questions related to WIC information technology please contact:

Mr. Gordon Chinen

WIC Information Technology Section Chief

(808) 586-8188

gordon.chinen@doh.hawaii.gov

For questions related to RFP format and contracting matters please contact:

Ms. Susan Kanour

Public Health Administrative Officer

(808) 586-4774

susan.kanour@doh.hawaii.gov

1.05 RFP SCHEDULE AND SIGNIFICANT DATES

The schedule set out herein represents the State's best estimate of the schedule that will be followed. All times indicated are Hawaii Standard Time. If a component of this schedule, such as "Proposal Due" date is delayed, the rest of the schedule will likely be shifted by the same number of days. The approximate schedule is as follows:

Advertising of RFP	12/01/2009
Deadline to Submit Written Questions	12/08/2009
State's Response to Written Questions	12/15/2009
Proposals Due and Opened	12/30/2009
Proposal Evaluations	12/30/2009 - 01/14/2010
Discussion with Priority Listed Offerors	12/30/2009 – 01/14/2010
Best and Final Offer	12/30/2009 - 01/14/2010
Estimated Contract Award	01/20/2010
Estimated Contract Start Date	02/19/2010 or "State's Notice to Proceed" whichever occurs last.

SECTION TWO

BACKGROUND AND SCOPE OF WORK

2.01 PROJECT OVERVIEW AND HISTORY

The Hawaii Department of Health's (DOH) Women, Infants and Children (WIC) Services Branch has administered the United States Department of Agriculture's (USDA), Food and Nutrition Service (FNS) Supplemental Nutrition Program for WIC since 1974. Prior to automation, the manual certification and issuance of benefits used food vouchers printed by the State's mainframe system. Demographics, certification, health, medical, dietary and issuance data were captured manually on forms, keyed by a data entry contractor and imported into the State system via magnetic tape. The entire system was labor intensive, expensive, cumbersome and prone to error and abuse.

By the mid-1990's, with the recommendation from the FNS Western Region Office, the Hawaii WIC Program procured the services of Burger, Carroll and Associates (BCA), Inc. to assist in the procurement of services from a software Development Contractor (DC) to automate WIC and develop a specific application. CMA Consulting Services was selected as the DC with BCA acting as the Project Management Quality Assurance Contractor. Working with State WIC staff, this contracting team developed and pilot tested the application, Serving Women, Infants and Children in Hawaii (SWICH) in late 1998 and fully implemented it statewide by April 1999.

SWICH utilizes client-server technology based on the Oracle relational database management system, in a distributed system. Currently there are 15 local agencies with agency-specific data on a database server, along with a composite central database server located at the State Office Tower (SOT). These databases are synchronized by end-of-day jobs on a private Wide Area Network. Initially, this network was a 56 kB frame relay with a T1 trunk at SOT.

In Federal Fiscal Year 2008, a pilot project was completed to determine whether the distributed databases could be centralized to: 1) simplify or eliminate the end-of-day processing; 2) improve the system's instate transfer function; 3) reduce maintenance tasks, particularly database administration; 4) increase security; and 5) upgrade the network infrastructure. However, the pilot project demonstrated that despite an upgrade of the network infrastructure [700+ kB digital subscriber line (DSL)] to support online transactions, the client-server technology used to develop SWICH is not responsive enough for clinic operations. With these results, the network conversion to less expensive and faster DSL connections was completed with the centralization of the databases deferred until a new web-based WIC information system is developed.

The implementation of a new WIC information system that complies with FNS WIC requirements and built with modern technologies will position the Hawaii WIC Program for success through automating manual processes, streamlining benefit delivery, improve service quality and enhance accountability. It will also position the Program to implement electronic benefits transfer (EBT) when that technology becomes viable for

Hawaii WIC. The Hawaii WIC Program's many partners and stakeholders will also benefit from the implementation of a new WIC information system, including WIC participants, local WIC agencies and clinics, vendors, financial banking institutions, and the State Agency.

2.02 SCOPE OF WORK

The Hawaii DOH is seeking a Project Planning Contractor (PPC) to supply qualified consultant(s) to complete the following:

1. Initial Management Work Plan and Feasibility Study/Cost Benefit Analysis.
2. Implementation Advance Planning Document (IAPD) prescribed by the USDA, FNS program's Advance Planning Document (ADP) development process.
3. Request for Proposal for a DC and Project Planning Summary.

WIC is a public health nutrition program administered by USDA, FNS. The Hawaii WIC Program provides more than \$31.7 million food benefits to an average of 36,000 individuals per month at over 40 clinic sites statewide. All WIC benefits are currently issued via paper food instruments which clients exchange for food at local WIC approved vendors.

2.03 STATE AGENCY MODEL (SAM) REQUIREMENT

The USDA, FNS program notified all State WIC Agencies of the new SAM initiative to plan, develop, and deploy model information systems in WIC State Agencies. Three SAM models were being developed at that time, with one currently approved. States must consider SAM transfers in the feasibility study.

The SAM model systems must have the following features:

1. Modern Web technology
2. Standard WIC data elements
3. Open system architecture
4. Modular components
5. Compliance with Federal/State policy and regulations

2.04 PROJECT MANAGEMENT

A Steering Committee will manage this project by setting project objectives, goals and requirements. It will also approve the tasks, timelines, and deliverables of the PPC and his agents. This committee will be comprised of the management team of the Hawaii WIC Program along with the Health Information Systems Office (HISO) Chief. Currently these individuals are:

1. Linda Chock, WIC Services Branch Chief
2. Dwight Bartolome, HISO Chief
3. Gordon Chinen, WIC Services Branch Information Technology Section Chief
4. Melanie Murakami, WIC Services Branch Program Support Section Chief

5. Andrea Takemoto, WIC Services Branch Administrative Support Section Chief
6. Iris Takahashi, WIC Services Branch Clinic Operations Section Chief

2.05 DELIVERABLES

A. DELIVERABLE NO. 1a – INITIAL MANAGEMENT AND WORK PLAN

Timeline:

Start Date: State's Notice to Proceed

End Date: Fourteen (14) days after State's Notice to Proceed

Detailed and Summary Level Work Plans:

1. The PPC will develop a summary level description of the approach and a detailed work plan.
2. The PPC will be responsible for providing an initial oral presentation(s) of the work plan to the DOH's project management, Steering Committee and other appropriate staff and stakeholders. The PPC shall be available for up to two (2) hours to present the proposal as DOH may require.

Requirements of the Work Plan:

1. Summary of the purpose, goals, scope and the specific roles of DOH and PPC staff.
2. A list of tasks (include subtasks as applicable) required for performance. The list of tasks shall include start and end dates for each task, PPC staff responsible for completing each task, and the number of hours allotted for each task.
3. The timelines for tasks and subtasks.
4. Due dates for summaries, outlines, oral reports, drafts and final reports.

B. DELIVERABLE NO. 1b – FEASIBILITY STUDY/COST BENEFIT ANALYSIS

Timeline:

Start Date: State's Work Plan acceptance

End Date: Five (5) months from State's Work Plan acceptance

Requirements of the Feasibility Study:

1. Develop a Feasibility Study/Cost Benefit Analysis in accordance with the "Feasibility Study Guidelines".
2. Coordinate review of drafts with State staff.

3. Coordinate final review and acceptance with State staff.
4. Provide final Feasibility Study/Cost Benefit Analysis documents on CD-ROM.
5. Submit six (6) hard bound copies.

FEASIBILITY STUDY GUIDELINES

1. Executive Summary:

Provide a brief summary of the objectives, approach, expected costs, benefits and risks associated with the development of a replacement of the Hawaii WIC data capture application.

2. Background and Needs Assessments:

Discuss the reasons for the replacement of the current system, such as:

- A. The current business environment (WIC clinic and administrative office).
- B. The needs that are expected to be fulfilled by a replacement system.
- C. Problems to be solved or opportunities to be gained.
- D. An analysis of the current system identifying the gap in functions and capabilities with future requirements.

3. Organizational Effects:

- A. Impact of implementing a replacement system on operations.
- B. Training requirements.
- C. Impact on organizational structure (if any).

4. Proposed Solution:

Describe the proposed solution (recommended replacement system) that will best meet the objectives outlined above. Present the solution in terms of:

- A. Why it fulfills the needs outlined above.
- B. How it best fits into the current business environments (WIC clinics and administrative office).
- C. How the proposed system solves problems or provides the best opportunities for the Hawaii WIC Program.
- D. The cost effectiveness of the proposed solution.

- E. Identify the gaps in the current system in meeting the above requirements, and the effort needed to modify it to meet those requirements.

5. Major Alternatives Considered:

Present the major alternatives considered and compare these with the proposed solution. Note that the current system, SWITCH, is one alternative. Describe why the alternatives not chosen were rejected.

The major alternatives are:

- A. Arizona System – Arizona In Motion (AIM)
- B. Currently approved SAM projects (Mountain Plains, Crossroads, SPIRIT)
- C. Maryland System – WIC On the Web (WOW)
- D. Consortium Alternative – Join Washington, Oregon and/or Idaho States in developing and maintaining a WIC application.
- E. Remain on SWITCH – Develop and maintain the current application to implement web technologies, centralized database, and EBT enabled.
- F. Any system mutually agreed upon (Hawaii WIC program and the PPC) as being a viable candidate for technology transfer.

6. Estimated Timeframe and Work Plan:

Provide an estimated timeframe, by project phase, for the development and implementation of the proposed replacement system. Identify major tasks and resources required for each project phase, including external and internal staff resources. Identify key milestones and decision points.

7. Cost Benefit Analysis:

A. Costs

Provide a structured, calculated method for delivering data in a usable format. In addition to total expenses, the cost benefit analysis must be detailed for each viable option (possible replacement system), for each fiscal year.

B. Benefits

Summarize the proposed replacement system's expected benefits (tangible and intangible). Provide justification rationale for the benefit estimates. Describe how a baseline and measurements will be established to quantitatively confirm each benefit. Also, provide narrative to describe intangible benefits (if any).

8. Risk Management:

A. Potential Risks Incurred Implementing the Proposed Solution

Assess the risk of the proposed solution. The risk criteria rank the solution on four dimensions – organizational impact, development effort, technology, and organizational capability. Similarly, the severity of criteria rank the solution on four dimensions – impact on participants, clinic staff, administrative staff and the DOH.

- Present the expected areas of medium-and high-risk (if any) to the proposed solution and describe how these risks will be managed.

Indicate whether the project will use external quality assurance and/or internal agency quality assurance.

C. DELIVERABLE NO. 2 – IAPD

Timeline:

Start Date: Feasibility Study acceptance

End Date: Five (5) months from State's Feasibility Study acceptance

Requirements of the Contractor:

1. Work with DOH WIC IT staff to develop a final IAPD for submission to FNS for approval.
2. The IAPD shall be in compliance with the guidelines and checklists provided by the USDA at:

Advance Planning Document Handbook:

http://www.fns.usda.gov/apd/Handbook_901_2007/HB901_2007.htm

Federal WIC Functional Requirements:

<http://www.fns.usda.gov/adp/WIC-FRED.htm>

Requirements of the IAPD development:

1. Conduct Discovery Sessions with WIC clinic personnel (State and/or Purchase-of-Service) to determine specific clinic user needs.
2. Conduct Discovery Sessions with WIC State administrative personnel to determine specific Vendor Management and Accounting needs.

D. DELIVERABLE NO. 3 – RFP FOR DC AND PROJECT PLANNING SUMMARY

Timeline:

Start Date: IAPD acceptance

End Date: One (1) month from State's IAPD acceptance

Requirements of the Contractor:

1. Develop the Scope of Work for the DC in accordance with the accepted IAPD.
2. Provide a Project Planning Summary which includes (but is not limited to):
 - a. The proposed solution system identified by the Feasibility Study/Cost Benefit Analysis.
 - b. Summary of reasons for proposed solution choice.
 - c. Summary of risk analysis in implementing proposed solution.
 - d. Summary of impact to stakeholders (Hawaii WIC Program, clinic staff, participants, and WIC vendors).

2.06 REPORTS REQUIRED

A. STATUS REPORTS

The Contractor shall submit a weekly Status Report that clearly outlines progress for the prior week. The report will include accomplishments, percent of completion, activities planned for the next period, issues, processes or systems evaluated, contract expenditures to date, and other relevant information to assist in monitoring the project's progress. Reports should address barriers, problems or concerns (if any), and summarize remedies or solutions.

B. FINAL REPORT

The Contractor shall submit a Final Report prior to the end of the project that provides a high-level description of work performed, other deliverable outcomes and recommendations for future consideration. This Final Report will be presented both in written form and as an oral presentation to the project Steering Committee.

2.07 MEETINGS REQUIRED

A. Project Team Meetings

The Contractor's lead consultant shall be available to meet with DOH's project team and/or other DOH staff. The frequency shall be determined on an as-needed basis by DOH staff and the consultant.

B. Steering Committee Meetings

The Contractor's lead consultant shall be available to meet with the Steering Committee and provide monthly status reports and answer questions from the Committee.

2.08 RESTRICTIONS

The successful Contractor, Staff member or Lead Consultant of this solicitation shall not be considered in the selection of the DC described in Section 2.05, Paragraph D, Deliverable No. 3.

2.09 HAWAII DOH RESPONSIBILITIES

Before the decision can be made to acquire, develop and deploy a new WIC application system statewide, the Hawaii WIC Program must prepare its stakeholders and its own organization to support the new technology, evaluate the potential start-up and operational costs and assess the risks remaining with the current WIC application, SWICH.

- A. The WIC State Agency must submit an application package to the FNS. This application package must include a Feasibility Study/Cost Benefit Analysis which includes SAM systems.
- B. Conduct Feasibility Study/Cost Benefit Analysis.
- C. Develop and obtain FNS approval of an IAPD.
- D. Develop and implement the new application via a DC.

2.10 TERM OF CONTRACT

The contract shall be for a period of twelve (12) months beginning on the official commencement date of the State's Notice to Proceed. Unless terminated, the Contractor and the State may extend the term of the contract for an additional period of up to six (6) months without the necessity of re-bidding, upon mutual agreement in writing at least sixty (60) days prior to the expiration of the contract. The contract price or commission paid to the Contractor for the extended period shall remain the same or be renegotiated for a lesser rate.

When interests of the State or the Contractor so require, the State or the Contractor may terminate the contract for convenience by providing six (6) weeks prior written notice to the contracted parties.

SECTION THREE

PROPOSAL FORMAT AND CONTENT

3.01 INTRODUCTION

One of the objectives of this Request for Proposal (RFP) is to make proposals preparation easy and efficient, while giving Offerors ample opportunity to highlight their proposals. The evaluation process must also be manageable and effective. When an Offeror submits a proposal, it shall be considered a complete plan for accomplishing the tasks described in this RFP and any supplemental tasks the Offeror has identified as necessary to successfully complete the obligations outlined in this RFP.

The proposal shall describe in detail the Offeror's ability and availability of services to meet the goals and objectives of this RFP as stated in **Section 2.02 SCOPE OF WORK**.

Proposals must:

1. Include a transmittal letter to confirm that the Offeror shall comply with the requirements, provisions, terms, and conditions specified in this RFP.
2. Include signed Offer Form OF-1 with the complete name and address of Offeror's firm and the name, mailing address, telephone number, and fax number of the person the State should contact regarding the Offeror's proposal.
3. If the Offeror intends to solicit the services or resources of a subcontractor to fulfill any or all of the requirements, provisions, terms and conditions specified in this RFP, then the Offeror shall append a statement to the transmittal letter from each subcontractor, signed by an individual authorized to legally bind the subcontractor and stating:
 - a. The scope of work to be performed by the subcontractor.
 - b. The reasons for soliciting a subcontractor's participation in this RFP.
 - c. The subcontractor's qualifications to fulfill the tasks in their Scope of Work.

All subcontractors must be approved by the Steering Committee before any contractual agreements are finalized between subcontractor and the Offeror.

4. Provide all of the information requested in this RFP in the order specified.
5. The proposal shall be organized into sections, following the exact format using all titles, subtitles, and numbering, with tabs separating each section described below. Each section must be addressed individually and pages must be numbered.

a. Transmittal Letter

See Section Six, Attachment 1, Offer Form OF-1.

b. Background and Summary

1. The Offeror must present material demonstrating a thorough understanding of the purpose and scope of work outlined by this RFP.
2. The Offeror must demonstrate a clear understanding of the USDA, FNS Advanced Planning Document process.
3. The Offeror must demonstrate clear knowledge of WIC requirements, operations, and regulations (both within the WIC clinics and the administration of the program).

c. Experience and Capabilities

1. The Offeror will provide a list of previous and current clients(s) for whom services rendered are similar to those required by this RFP.
2. The Offeror will provide information demonstrating the skills, abilities, knowledge and experience necessary to effectively execute the tasks required by this RFP.
3. The Offeror will disclose the number of years engaged in providing services required by this RFP.
4. The Offeror will provide a listing of references.
5. The Offeror will provide the resumes of the key personnel who will be engaged in the execution of tasks required by this RFP.

d. Service Delivery

1. The Offeror will provide samples of deliverables similar to those required by this RFP.
2. The sample deliverables or documents will demonstrate the ability of the offeror to produce clear, concise, thorough, comprehensive and organized deliverables or reports required by this RFP.

e. Financial

See Section Six, Attachment 2, Offer Form OF-2

1. The Offeror will propose the following fixed costs for each deliverable listed in this RFP:
 - A. Deliverable No. 1b – Feasibility Study/Cost Benefit Analysis
 - B. Deliverable No. 2 - IAPD
 - C. Deliverable No. 3 – RFP for DC and Project Planning Summary

f. Summary

The proposal shall provide a section citing reasons why the Offeror should be selected, and the benefits of that selection. This summary section should list the strengths and weaknesses that the Offeror possesses. It should also list any judgments or pending lawsuits or legal actions and the reasons and circumstances for them.

SECTION FOUR

EVALUATION CRITERIA AND CONTRACTOR SELECTION

4.01 INTRODUCTION

The award will be made to the responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria listed in this section.

Offeror: _____

RFP Number: _____

RFP Title: _____

Date: _____

Evaluated By: _____

Criteria	Maximum Points
Background and Summary	20
Indicates a clear understanding of the project objectives and demonstrates understanding of the tasks involved to obtain those objectives. (max: 5 pts)	
Indicates a clear understanding of the procedures and processes outlined in the USDA/FNS Handbook for Advanced Planning Document (ADP), 2007. (max: 5 pts)	
Demonstrates clear knowledge of WIC clinic operations and requirements. (max: 5 pts)	
Demonstrates clear knowledge of WIC regulations, federal mandates and reporting requirements. (max: 5 pts)	
Experience and Capability	40
Demonstrated skills related to conducting and reporting WIC application feasibility studies. (max: 10 pts)	
Indicates necessary abilities, knowledge, training, certification, and education related to WIC Project Planning and software development. (max: 10 pts)	
Indicates the necessary experience to successfully produce an IAPD for WIC applications. (max: 10 pts)	
Demonstrates a high degree of knowledge of WIC requirements and mandates, as well as WIC clinic operations and administrative functions. (max: 10 pts)	

Service Delivery	20
The Offeror demonstrates the ability to complete the required planning activities, tasks, and reports necessary for the WIC Project Planning Contractor. (max: 5pts)	
Demonstrates the ability to produce clear, concise, thorough, comprehensive and organized written and verbal reports. (max: 5 pts)	
Demonstrates the ability to work independently and with a high level of initiative and resourcefulness. (max: 5 pts)	
Demonstrates a high level of time management skills and ability to submit deliverables in a timely manner. (max: 5 pts)	
Financial	20
The proposal with the lowest cost will receive the maximum points allowed. This is determined by applying the following formula: (Lowest Cost ÷ Cost Being Evaluated) x 20 points = Financial points	
Total	100

☐ **Recommend for Award**

☐ **Not Recommended for Award**

SECTION FIVE

SPECIAL PROVISIONS

5.01 SCOPE

The project planning for computer application development for the State of Hawaii, Department of Health (DOH), Women, Infants and Children (WIC) Services Branch shall be in accordance with this Request for Proposal (RFP), including the special provisions in this section, the Scope of Work specified herein, and the General Conditions, included by reference and available at the State of Hawaii DOH, WIC Services Branch at 235 South Beretania Street, Suite 701 Honolulu, Hawaii 96813-2419 or by internet web address at <http://www4.hawaii.gov/bidapps/>

5.02 RESPONSIBILITY OF OFFERORS

Offeror is advised that if awarded a contract under this solicitation, Offeror shall, upon award of the contract, furnish proof of compliance with the requirements of §103D-310(c), HRS:

1. Chapter 237, tax clearance;
2. Chapter 383, unemployment insurance;
3. Chapter 386, workers' compensation;
4. Chapter 392, temporary disability insurance;
5. Chapter 393, prepaid health care; and
6. Chapter 103D-310(c), Certificate of Good Standing (COGS) for entities doing business in the State.

Refer to the Award of Contract provision herein for instructions on furnishing the documents that are acceptable to the State as proof of compliance with the above-mentioned requirements.

5.03 OFFEROR QUALIFICATIONS

Offeror shall meet all of the qualifications required by this RFP. Failure to meet the qualifications as specified in Section 3.01, 5, c., Experience and Capabilities, will likely have an adverse affect on Offeror's proposal evaluation.

5.04 TERM OF CONTRACT

Successful Offeror shall be required to enter into a formal written contract to commence work on this project.

The initial term of the contract shall be for twelve (12) month period starting on the official commencement date of the State's Notice to Proceed. The contract may be extended for up to six (6) months or any portion thereof, if mutually agreed upon in writing prior to contract

expiration. The Contractor or State may terminate the extended contract period at any time upon six (6) weeks prior written notice.

5.05 CONTRACT ADMINISTRATOR

For the purposes of this contract, Linda Chock, Chief, WIC Services Branch, (808) 586-8175, or authorized representative, is designated the Contract Administrator.

5.06 OVERVIEW OF THE RFP PROCESS

- a. The RFP is issued pursuant to Subchapter 6 of Hawaii Administrative Rule (HAR) Chapter 3-122, implementing Hawaii Revised Statutes (HRS) Section 103D-303.
- b. The procurement process begins with the issuance of the RFP and the formal response to any written questions or inquiries regarding the RFP. Changes to the RFP will be made only by Addendum.
- c. Proposals shall not be opened publicly, but shall be opened in the presence of two (2) or more procurement officials. The register of proposals and Offerors' proposals shall be open to public inspection after posting of the award.

All proposals and other material submitted by Offerors become the property of the State and may be returned only at the State's option.
- d. The Procurement Officer, or an evaluation committee selected by the Procurement Officer, shall evaluate the proposals in accordance with the evaluation criteria in Section Four. The proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable.
- e. Proposals may be accepted on evaluation without discussion. However, if deemed necessary, prior to entering into discussions, a "priority list" of responsible Offerors submitting acceptable and potentially acceptable proposals shall be generated. The priority list may be limited to a minimum of three responsible Offerors who submitted the highest-ranked proposals. The objective of these discussions is to clarify issues regarding the Offeror's proposal before the Best and Final Offer (BAFO) is tendered.
- f. If during discussions there is a need for any substantial clarification or change in the RFP, the RFP shall be amended by an addendum to incorporate such clarification or change. Addenda to the RFP shall be distributed only to priority listed Offerors who submit acceptable or potentially acceptable proposals.
- g. Following any discussions, Priority Listed Offerors will be invited to submit their BAFO, if required. The Procurement Officer or an evaluation committee reserves the right to have additional rounds of discussions with the top three (3) Priority Listed Offerors prior to the submission of the BAFO.

- h. The date and time for Offerors to submit their BAFO, if any, is indicated in Section 1.05, RFP Schedule and Significant Dates. If Offeror does not submit a notice of withdrawal or a BAFO, the Offeror's immediate previous offer shall be construed as its BAFO.
- i. After receipt and evaluation of the BAFOs in accordance with the evaluation criteria in Section Four, the Procurement Officer or an evaluation committee will make its recommendation. The Procurement Officer will award the contract to the Offeror whose proposal is determined to be the most advantageous to the State taking into consideration price and the evaluation factors set forth in Section Four.
- j. The contents of any proposal shall not be disclosed during the review, evaluation, discussion, or negotiation process. Once award notice is posted all proposals, successful and unsuccessful, become available for public inspection. Those sections that the Offeror and the State agree are confidential and/or proprietary should be identified by the Offerors and shall be excluded from access.
- k. The Procurement Officer or an evaluation committee reserves the right to determine what is in the best interest of the State for purposes of reviewing and evaluating proposals submitted in response to the RFP. The Procurement Officer or an evaluation committee will conduct a comprehensive, fair and impartial evaluation of proposals received in response to the RFP.
- l. The RFP, any addenda issued, and the successful Offeror's proposal shall become a part of the contract. All proposals shall become the property of the State of Hawaii.

5.07 CONFIDENTIAL INFORMATION

If a person believes that any portion of a proposal, offer, specification, protest, or correspondence contains information that should be withheld as confidential, then the Procurement Officer named on the cover of this RFP should be so advised in writing and provided with justification to support confidentiality claim. Price is not considered confidential and will not be withheld.

An Offeror shall request in writing nondisclosure of designated trade secrets or other proprietary data considered confidential. Such data shall accompany the proposal, be clearly marked, and shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.

Pursuant to HAR Section 3-122-58, the head of the purchasing agency or designee shall consult with the Attorney General and make a written determination in accordance with HRS Chapter 92F. If the request for confidentiality is denied, such information shall be disclosed as public information, unless the person appeals the denial to the Office of Information Practices in accordance with HRS Section 92F-42(12).

5.08 REQUIRED REVIEW

Offeror shall carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and questionable or objectionable matter **must be made in writing and should be received by the DOH, WIC Services Branch prior to the deadline for written questions as stated in the RFP Schedule and Significant Dates, page 3.** This will allow issuance of any necessary corrections and/or amendments to the RFP. It will help prevent the opening of a defective solicitation and exposure of Offeror's proposal upon which award could not be made. Any exceptions taken to the terms, conditions, specifications, or other requirements listed herein, must be listed in the *Exceptions* section of the Offeror's proposal, if the exception is unresolved by the Proposal Due date.

5.09 QUESTIONS PRIOR TO OPENING OF PROPOSALS

All questions must be submitted in writing and directed to Linda Chock, WIC Services Branch Chief, by telephone at (808) 586-8175 or by fax at (808) 586-8189. The State will respond to written questions by the date indicated in Section One, 1.05 RFP Schedule and Significant Dates, or as amended.

5.10 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97. The State reserves the right to cancel this RFP, reject any and all proposals, and not proceed with awarding a contract if the State does not receive USDA FNS funding for this project.

5.11 OFFER ACCEPTANCE PERIOD

The State's acceptance of offer, if any, will be made within sixty (60) calendar days after the opening of proposals. Prices or commissions quotes by the Offeror shall remain firm for a sixty (60) day period.

5.12 PROPOSAL AS PART OF THE CONTRACT

This RFP and all or part of the successful proposal may be incorporated into the contract.

5.13 CONTRACT MODIFICATIONS - UNANTICIPATED AMENDMENTS

During the course of this contract, the Contractor may be required to perform additional work that will be within the general scope of the initial contract. When additional work is required, the Contract Administrator will provide the Contractor a written description of the additional work and request the Contractor to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work.

Changes to the contract may be modified only by written document (contract modification) signed by the DOH Director and Contractor personnel authorized to sign contracts on behalf of the Contractor.

The Contractor will not commence additional work until a signed contract modification has been issued.

5.14 PROTEST

A protest shall be submitted in writing within five (5) working days after the aggrieved person knows or should have known of the facts giving rise thereto; provided that a protest based upon the content of the solicitation shall be submitted in writing prior to the date set for receipt of offers. Further provided that a protest of an award or proposed award shall be submitted within five (5) working days after the posting of award of the contract.

The notice of award, if any, resulting from this solicitation shall be posted on the Procurement Reporting System, which is available on the SPO website:
<http://www.hawaii.gov/spo2/source/>.

Any protest pursuant to §103D-701, HRS, and Section 3-126-3, HAR, shall be submitted in writing to the Procurement Officer, DOH, WIC Services Branch, 235 South Beretania Street, Suite 701 Honolulu, Hawaii 96813-2419.

5.15 DOWNLOADED SOLICITATION

Offeror is advised that if interested in responding to this solicitation, Offeror may choose to submit its offer on a downloaded document from the Internet **provided** Offeror registers its company by fax or e-mail for this specific solicitation. If Offeror does not register its company, Offeror will not receive addenda, if any, and its offer may be rejected and not considered for award. Offeror may register its company by email notification to susan.kanour@doh.hawaii.gov.

5.16 GOVERNING LAW: COST OF LITIGATION

The validity of this contract and any of its terms or provisions, as well as the rights and duties of the parties to this contract, shall be governed by the laws of the State of Hawaii. Any action at law or equity to enforce or interpret the provisions of this contract shall be brought in a state court or competent jurisdiction in Honolulu, Hawaii.

In case the State shall, without any fault on its part, be made a part to any litigation commenced by or against the Contractor in connection with this contract, the Contractor, shall pay all costs and expenses incurred by or imposed on the State, including attorneys' fees.

5.17 SUBMISSION OF PROPOSAL

The submission of a proposal shall constitute an incontrovertible representation by the Offeror of compliance with every requirement of the RFP, and that the RFP documents are sufficient in scope and detail to indicate and convey reasonable understanding of all terms and conditions of performance of the work.

Before submitting a proposal, each Offeror must:

- (1) Examine the solicitation documents thoroughly. Solicitation documents include this RFP, any attachments, plans referred to herein, and any other relevant documents;
- (2) Become familiar with State, local, and federal laws, statutes, ordinances, rules, and regulations that may in any manner affect cost, progress, or performance of the work.

5.18 PROPOSAL PREPARATION

- a. **OFFER FORM, page OF-1.** See Attachment 1. Proposals shall be submitted using Offeror's exact legal name as registered with the Department of Commerce and Consumer Affairs, if applicable; and to indicate exact legal name in the appropriate spaces on Offer Form page OF-1. Failure to do so may delay proper execution of the contract. The authorized signature on the first page of the Offer Form shall be an original signature in ink. If unsigned or the affixed signature is a facsimile or a photocopy, the offer shall be automatically rejected unless accompanied by other material, containing an original signature, indicating the Offeror's intent to be bound.
- b. **Offer Guaranty.** An offer guaranty is NOT required for this RFP.
- c. **Tax Liability.** Work to be performed under this solicitation is a business activity taxable under HRS Chapter 237, and if applicable, taxable under HRS Chapter 238. Vendors are advised that they are liable for the Hawaii General Excise Tax (GET) at the current 4% rate and the applicable use tax at the current 1/2% rate. If, however, an Offeror is a person exempt by the HRS from paying the GET and therefore not liable for the taxes on this solicitation, Offeror shall state its tax exempt status and cite the HRS chapter or section allowing the exemption.
- d. **Taxpayer Preference.** For evaluation purposes, pursuant to HRS §103D-1008, the Offeror's tax-exempt price offer submitted in response to an Invitation for Bid (IFB) shall be increased by the applicable retail rate of general excise tax and the applicable use tax. Under no circumstance shall the dollar amount of the award include the aforementioned adjustment.
- e. **Original Proposal and Copies to be Submitted.** Offeror shall submit one (1) original proposal marked "ORIGINAL" and five (5) **copies** of the original marked "COPY". It is imperative to note that the Offeror submit only one (1) original and

the required number of copies. DO NOT SUBMIT MORE THAN ONE (1) ORIGINAL.

Offeror is encouraged to submit typewritten offers. If handwritten, it should be clearly printed. Offeror is cautioned that illegible offers of any item(s) may be automatically rejected to avoid any errors in interpretation by the reviewers during the evaluation process.

- f. Costs for developing the Proposal are solely the responsibility of the Offeror, whether or not any award results from this solicitation. The State of Hawaii will not reimburse such costs.
- g. All proposals become the property of the State of Hawaii.
- h. Copies of documents transmitted by Offerors via facsimile machines shall be limited to the modifications or withdrawal of an offer pursuant to HAR Sections 3-122-108 and 3-122-28, respectively.

5.19 SUBMISSION OF PROPOSAL

Offers shall be received at the DOH, WIC Services Branch 235 South Beretania Street, Suite 701, Honolulu, Hawaii 96813-2419, no later than the date and time stated in Section 1.05, Significant Dates, as amended. Timely receipt of offers shall be evidenced by the date and time registered by the DOH, WIC Services Branch time stamp clock. Offers received after the deadline shall be returned unopened.

5.20 PRICING

Pricing shall include labor, materials, supplies, all applicable taxes, **except the GET, currently 4%, which may be added as a separate line item and shall not exceed the current rate,** and any other costs incurred to provide the specified services.

The pricing shall be the all-inclusive cost, except the GET, to the State and no other costs will be honored.

5.21 ECONOMY OF PRESENTATION

Proposals shall be prepared in a straightforward and concise manner, in a format that is reasonably consistent and appropriate for the purpose. Emphasis will be on completeness and clarity and content. If any additional information is required by the State regarding any aspects of the Offeror's proposal, it shall be provided within four (4) business days.

5.22 PROPOSAL OPENING

Proposals will be opened at the date, time, and place specified in Section One, or as amended. Proposals shall not be opened publicly, but shall be opened in the presence of two or more procurement officials. The register of proposals and Offeror's proposals shall be open to public inspection after all parties sign the contract.

5.23 EVALUATION OF PROPOSALS

The Procurement Officer, or an evaluation committee of at least three (3) qualified state employees selected by the Procurement Officer shall evaluate proposals. The evaluation will be based solely on the evaluation criteria set out in Section Four of this RFP.

Proposals shall be classified initially as acceptable, potentially acceptable, or unacceptable. Discussion may be conducted with priority listed Offerors who submit proposals determined to be acceptable or potentially acceptable of being selected for award, but proposals may be accepted without such discussions. The objective of these discussions is to clarify issues regarding the Offeror's proposals before the best and final offer, if necessary.

If numerous acceptable and potentially acceptable proposals are submitted, the evaluation committee may rank the proposals and limit the priority list to three responsive, responsible Offerors who submitted the highest-ranked proposals.

5.24 DISCUSSION WITH PRIORITY LISTED OFFERORS

Priority listed Offerors shall have a discussion with the evaluation committee to discuss their proposal to ensure thorough, mutual understanding. The State in its sole discretion shall schedule the time and location for these discussions, normally within the timeframe indicated in Section 1.05.

5.25 CANCELLATION OF RFP AND PROPOSAL REJECTION

The State reserves the right to cancel this RFP and to reject any and all proposals in whole or in part when it is determined to be in the best interest of the State, pursuant to HAR Section 3-122-96 through 3-122-97.

The State shall not be liable for any costs, expenses, loss of profits or damages whatsoever, incurred by the Offeror in the event this RFP is cancelled or a proposal is rejected.

5.26 ADDITIONAL TERMS AND CONDITIONS

The State reserves the right to add terms and conditions during the contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluation.

5.27 CONTRACT EXECUTION

Successful Offeror receiving award shall enter into a formal written contract. No performance or payment bond is required for this contract.

No work is to be undertaken by the Contractor prior to the commencement date. The State of Hawaii is not liable for any work, contract, costs, expenses, loss of profits, or any damages whatsoever incurred by the Contractor prior to the official starting date.

If an option to extend is mutually agreed upon, the Contractor shall be required to execute a supplement to the contract for the additional extension period. The Contractor or the State may terminate the extended contract at any time without cause upon six (6) weeks prior written notice.

5.28 PAYMENT

Payments shall be made to the awarded Contractor upon the State's written acceptance of the deliverables indicated on Offer Form OF-2, Attachment 2 of the RFP. The receipt of the deliverables shall be due based on the timeline indicated by the State in the proposal, or as amended. Contractor shall submit one invoice per deliverable, upon receipt of the State's written notice of acceptance.

HRS Section 103-10, provides that the State shall have thirty (30) calendar days after receipt of invoice or satisfactory completion of contract to make payment. For this reason, the State will reject any offer submitted with a condition requiring payment within a shorter period. Further, the State will reject any offer submitted with a condition requiring interest payments greater than that allowed by HRS §103-10, as amended.

The State will not recognize any requirement established by the Contractor and communicated to the State after award of the contract, which requires payment within a shorter period or interest payment not in conformance with statute.

5.29 AWARD

Method of Award. The award will be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the State based on the evaluation criteria.

Responsibility of Lowest Responsive Offeror. Reference HRS Chapter 103D-310 (c). If compliance documents have not been submitted to the DOH, WIC Services Branch prior to award, the lowest responsive Offeror shall produce documents to the procurement officer to demonstrate compliance with this section.

HRS Chapter 237 tax clearance requirement for award. Instructions are as follows:

Pursuant to HRS §103D-328, lowest responsive Offeror shall be required to submit a tax clearance certificate issued by the Hawaii State Department of Taxation (DOTAX) and the Internal Revenue Service (IRS). The certificate shall have an original green certified copy stamp and shall be valid for six (6) months from the most recent approval stamp date on the certificate. It must be valid on the date it is received by the DOH, WIC Services Branch.

The tax clearance certificate shall be obtained on the State of Hawaii, DOTAX *TAX CLEARANCE APPLICATION* Form A-6 (Rev. 2003) which is available at the DOTAX and IRS offices in the State of Hawaii or the DOTAX website, and by mail or fax:

DOTAX Website (Forms & Information): http://www.hawaii.gov/tax/a1_1alphalist.htm

DOTAX Forms by Fax/Mail: (808) 587-7572
1-800-222-7572

Completed tax clearance applications may be mailed, faxed, or submitted in person to the DOTAX, Taxpayer Services Branch, to the address listed on the application. Facsimile numbers are:

DOTAX:	(808) 587-1488
IRS:	(808) 539-1573

The application for the clearance is the responsibility of the Offeror, and must be submitted directly to the DOTAX or IRS and not to the DOH, WIC Services Branch. However, the tax clearance certificate shall be submitted to the DOH, WIC Services Branch.

HRS Chapters 383 (Unemployment Insurance), 386 (Workers' Compensation), 392 (Temporary Disability Insurance), and 393 (Prepaid Health Care) requirements for award.

Instructions are as follows:

Pursuant to HRS §103D-310(c), the lowest responsive Offeror shall be required to submit a certificate of compliance issued by the Hawaii State Department of Labor and Industrial Relations (DLIR). The certificate is valid for six (6) months from the date of issue and must be valid on the date it is received by the DOH, WIC Services Branch. A photocopy of the certificate is acceptable to the DOH, WIC Services Branch.

The certificate of compliance shall be obtained on the State of Hawaii, DLIR *APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH HAR SECTION 3-122-112*, Form LIR#27 which is available at <http://hawaii.gov/labor/formsall.shtml> or at the neighbor island DLIR District Offices. The DLIR will return the form to the Offeror who in turn shall submit it to the DOH, WIC Services Branch.

The application for the certificate is the responsibility of the Offeror, and must be submitted directly to the DLIR and not to the DOH, WIC Services Branch. However, the certificate shall be submitted to the DOH, WIC Services Branch.

Compliance with Section 103D-310(c), HRS, for an entity doing business in the State. The lowest responsive Offeror shall be required to submit a *CERTIFICATE OF GOOD STANDING* (Certificate) issued by the State of Hawaii Department of Commerce and Consumer Affairs Business Registration Division (BREG). The Certificate is valid for six (6) months from date of issue and must be valid on the date it is received by the DOH, WIC Services Branch. A photocopy of the certificate is acceptable to the DOH, WIC Services Branch.

To obtain the Certificate, the Offeror must first be registered with the BREG. A sole proprietorship, however, is not required to register with the BREG, and therefore not required to submit the certificate.

On-line business registration and the Certificate are available at www.BusinessRegistrations.com. To register or to obtain the Certificate by phone call (808) 586-2727 (M-F 7:45 to 4:30 HST). Offerors are advised that there are costs associated with registering and obtaining the Certificate.

Final Payment Requirements. Contractor is required to submit a tax clearance certificate for final payment on the contract. A tax clearance certificate, not over two months old, with an original green certified copy stamp, must accompany the invoice for final payment on the contract.

In addition to the tax clearance certificate, an original "Certification of Compliance for Final Payment" (SPO Form-22), attached, will be required for final payment. A copy of the Form is also available at www.spo.hawaii.gov. Select "Forms for Vendors/Contractors" menu.

Hawaii Compliance Express. Alternately, instead of separately applying for these paper certificates at the various state agencies, vendors may choose to use the Hawaii Compliance Express (HCE), which allows businesses to register online through a simple wizard interface at <http://vendors.ehawaii.gov> to acquire a "Certificate of Vendor Compliance." The HCE provides current compliance status as of the issuance date. The "Certificate of Vendor Compliance" indicating that vendor's status is compliant with the requirements of HRS Chapter 103D-310(c), shall be accepted for both contracting purposes and final payment. Vendors that elect to use the new HCE services will be required to pay an annual fee of \$15.00 to the Hawaii Information Consortium, LLC (HIC). Vendors choosing not to participate in the HCE program will be required to provide the paper certificates as instructed in the prior sections.

Timely Submission of all Certificates. The above certificates should be applied for and submitted to the DOH, WIC Services Branch as soon as possible. If a valid certificate is not submitted on a timely basis for award of a contract, an offer otherwise responsive and responsible may not receive the award.

5.30 SUBCONTRACTING

No work or services shall be subcontracted or assigned without the prior written approval of the State. No subcontract shall under any circumstances relieve the Contractor of his/her obligations and liability under this contract with the State. All persons engaged in performing the work covered by the contract shall be considered employees of the Contractor.

5.31 CONTRACT INVALIDATION

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

5.32 NON-DISCRIMINATION

The Contractor shall comply with all applicable federal and State laws prohibiting discrimination against any person on the grounds of race, color, national origin, religion, creed, sex, age, sexual orientation, marital status, handicap, or arrest and court records in employment and any condition of employment with the Contractor or in participation in the benefits of any program or activity funded in whole or in part by the State.

5.33 CONFLICTS OF INTEREST

The Contractor represents that neither the Contractor, nor any employee or agent of the Contractor, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the Contractor's performance of this contract.

5.34 WAIVER

The failure of the State to insist upon the strict compliance with any term, provision or condition of this contract shall not constitute or be deemed to constitute a waiver or relinquishment of the State's right to enforce the same in accordance with this contract.

5.35 SEVERABILITY

In the event that any provision of this contract is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this contract.

5.36 CAMPAIGN CONTRIBUTIONS BY STATE AND COUNTY CONTRACTORS

It has been determined that funds for this contract have been appropriated by a legislative body.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 11-205.5, which states that campaign contributions are prohibited from a State and county government contractor during the term of the contract if the contractor is paid with funds appropriated by a legislative body.

5.37 ADDITIONS, AMENDMENTS AND CLARIFICATIONS

Approvals. Any agreement arising out of this offer may be subject to the approval of the Department of the Attorney General as to form, and is subject to all further approvals, including the approval of the Governor, required by statute, regulation, rule, order, or other directive.

Cancellation of Solicitations and Rejection of Offers. The solicitation may be cancelled or the offers may be rejected, in whole or in part, when in the best interest of the purchasing agency, as provided in HAR §§3-122-95 through 3-122-97.

Confidentiality of Material. All material given to or made available to the Contractor by virtue of this contract, which is identified as proprietary or confidential information, will be safeguarded by the CONTRACTOR and shall not be disclosed to any individual or organization without the prior written approval of the STATE.

All information, data, or other material provided by the Offeror or the Contractor to the State shall be subject to the Uniform Information Practices Act, HRS chapter 92F. The Offeror shall designate in writing to the Procurement Officer those portions of its unpriced offer or any subsequent submittal that are trade secrets or other proprietary data that the Offeror desires to remain confidential, subject to HAR §3-122-58, in the case of an RFP, or HAR §3-122-30, in the case of an IFB. The Offeror shall state in its written communication to the Procurement Officer, the reason(s) for designating the material as confidential, for example, trade secrets. The Offeror shall submit the material designated as confidential in such manner that the material is readily separable from the offer in order to facilitate inspection of the non-confidential portion of the offer.

Price is not confidential and will not be withheld. In addition, in the case of an IFB, makes and models, catalogue numbers of items offered, deliveries, and terms of payment shall be publicly available at the time of opening regardless of any designation to the contrary.

If a request is made to inspect the confidential material, the inspection shall be subject to written determination by the Department of the Attorney General in accordance with HRS chapter 92F. If it is determined that the material designated as confidential is subject to disclosure, the material shall be open to public inspection, unless the Offeror protests under HAR chapter 3-126. If the request to inspect the confidential material is denied, the decision may be appealed to the Office of Information Practices in accordance with HRS §92F-15.5.

Nondiscrimination. No person performing work under this Agreement, including any subcontractor, employee, or agency of the Contractor, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

Records Retention. The Contractor and any subcontractors shall maintain the books and records that relate to the Agreement and any cost or pricing data for three (3) years from the date of final payment under the Agreement.

Correctional Industries. Goods and services available through Hawaii Correctional Industries (HCI) programs may be the same or similar to those awarded by competitive sealed bids or proposals. Agencies participating in DOH, WIC Services Branch requirements (price list) contracts may also procure directly from HCI and shall not be considered in violation of the terms and conditions of any DOH, WIC Services Branch contract.

Year 2000 Compliance. All appropriate hardware, software, and systems utilized for the work specified herein shall be year 2000 compliant.

Competency of Offeror. Prospective Offeror must be capable of performing the work for which offers are being called. Either before or after the deadline for an offer, the purchasing agency may require Offeror to submit answers to questions regarding facilities, equipment, experience, personnel, financial status or any other factors relating to the ability of the Offeror to furnish satisfactorily the goods or services being solicited by the STATE. Any such inquiries shall be made and replied to in writing; replies shall be submitted over the signatures of the person who signs the offer. Any Offeror who refuses to answer such inquiries will be considered non-responsive.

Preparation of Offer. An Offeror may submit only one offer in response to a solicitation. If an Offeror submits more than one offer in response to a solicitation, then all such offers shall be rejected. Similarly, an Offeror may submit only one offer for each line item (if any) of a solicitation. If an Offeror submits more than one offer per line item, then all offers for that line item shall be rejected.

Preference for Hawaii Products. A purchasing agency shall review all specifications in a bid or proposal for purchase from the Hawaii products (HP) list where these products are available; provided that the products: Meet the minimum specifications and the selling price f.o.b. jobsite; unloaded, including applicable GET and use tax, does not exceed the lowest delivered price in Hawaii f.o.b. jobsite; and unloaded, including applicable GET and use tax, does not exceed the lowest delivered price of a similar non-HP by more than: three (3) percent where class I HP are involved; five (5) percent where class II HP are involved; or ten (10) percent where class III HP are involved.

All persons submitting bids or proposals to claim HP preference shall designate in their bids which individual product and its price is to be supplied as a HP. Where a bid or proposal contains both Hawaii and non-HP, then for the purpose of selecting the lowest bid or purchase price only, the price bid or offered for a HP item shall be decreased by subtracting there from: three (3) percent, five (5) percent, or ten (10) percent for the class I, class II, or class III HP items bid or offered, respectively. The lowest total bid or proposal, taking the preference into consideration, shall be awarded the contract unless the bid or offer provides for additional award criteria. The contract amount of any contract awarded; however, shall be the amount of the bid or price offered, exclusive of the preferences.

Printing Preference: All bids or proposals submitted for a printing, binding, or stationery contract in which all work will be performed in-state, including all preparatory work, presswork, bindery work, and any other production-related work shall receive a fifteen per cent preference for purposes of bid or proposal evaluation.

Where bids or proposals are for work performed in-state and out-of-state, then for the purpose of selecting the lowest bid or evaluating proposals submitted, the amount bid or proposed for work performed out-of-state shall be increased by fifteen (15) percent. The lowest total offer, taking the preference into consideration, shall be awarded the contract unless the solicitation provides for additional award criteria. The contract amount awarded; however, shall be the amount of the price offered, exclusive of the preference.

5.38 Maximum Practicable Competition

Outside Contractors may be utilized to prepare specifications and work statements in the development of a solicitation.

Therefore, Offeror, if awarded a contract in response to this solicitation, agrees to comply with HRS Section 103D-405, which states that Contractors paid for those services shall be precluded from bidding on or receiving a contract when they participated in any way in the development of the solicitation package or any resulting contract.

SECTION SIX

ATTACHMENTS AND EXHIBITS

- Attachment 1: OFFER FORM, OF-1
- Attachment 2: OFFER FORM, OF-2
- Attachment 3: CERTIFICATE OF COMPLIANCE FOR FINAL PAYMENT
- Exhibit A: Planning Advance Planning Document (PAPD) dated April 30, 2009
- Exhibit B: Federal Certifications

OFFER FORM
OF-1
PROJECT PLANNING CONTRACTOR FOR WIC COMPUTER APPLICATION
DEVELOPMENT PROJECT
STATE OF HAWAII, DEPARTMENT OF HEALTH

Procurement Officer
Department of Health, WIC Services Branch
State of Hawaii
Honolulu, Hawaii 96813

Dear Procurement Officer:

The undersigned has carefully read and understands the terms and conditions specified in the Specifications and Special Provisions attached hereto, and in the General Conditions, by reference made a part hereof and available upon request; and hereby submits the following offer to perform the work specified herein, all in accordance with the true intent and meaning thereof. The undersigned further understands and agrees that by submitting this offer, 1) he/she is declaring his/her offer is not in violation of Chapter 84, Hawaii Revised Statutes, concerning prohibited State contracts, and 2) he/she is certifying that the price(s) submitted was (were) independently arrived at without collusion.

Offeror is:

☐ Sole Proprietor ☐ Partnership ☐ *Corporation ☐ Joint Venture
☐ Other _____

*State of incorporation: _____

Hawaii General Excise Tax License I.D. No. _____

Payment address (other than street address below): _____
City, State, Zip Code: _____

Business address (street address): _____
City, State, Zip Code: _____

Respectfully submitted:

Date: _____ (x) _____
Authorized (Original) Signature

Telephone No.: _____

Fax No.: _____ Name and Title (Please Type or Print)

E-mail Address: _____ ** _____
Exact Legal Name of Company (Offeror)

**If Offeror is a "dba" or a "division" of a corporation, furnish the exact legal name of the corporation under which the awarded contract will be executed:

**OFFER FORM
OF-2**

A. Deliverable NO. 1a Initial Management and Work Plan

A. \$ N/A

B. Deliverable NO. 1b Feasibility Study/Cost Benefit Analysis *

B. \$

C. Deliverable NO. 2 Implementation Advance Planning Document (IAPD) **

C. \$

D. Deliverable NO. 3 Request for Proposal (RFP) for Development Contractor and Project Planning Summary***

D. \$

TOTAL CONTRACT COST FOR ACCOMPLISHING THE DEVELOPMENT AND DELIVERY OF THE SERVICES.

TOTAL OF A + B + C + D \$

Note: Pricing shall include labor, materials, supplies, all applicable taxes, and any other costs incurred to provide the specified services.

Guideline for costing deliverables:

- * Feasibility Study/Cost Benefit Analysis shall be 40% of total contract cost.
 ** IAPD shall be 40% of total contract cost.
 *** RFP for Development Contractor and Project Planning Summary shall be 20% of total contract cost.

Offeror _____
Name of Company

Reference: _____
(Contract Number) (IFB/RFP Number)

1. Chapter 383, HRS, Hawaii Employment Security Law – Unemployment Insurance;
2. Chapter 386, HRS, Worker’s Compensation Law;
3. Chapter 392, HRS, Temporary Disability Insurance;
4. Chapter 393, HRS, Prepaid Health Care Act; and

Moreover, _____
(Company Name)

Signature: _____

Print Name: _____

Title: _____

Date: _____

Exhibit A: Planning Advance Planning Document

April 30, 2009



**State of Hawaii
Department of Health
Family Health Services Division
Women, Infants and Children Services Branch**

Planning Advance Planning Document

Produced by
WIC Services Branch
Information Technology Section

April 30, 2009

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EXECUTIVE SUMMARY

The Hawaii Department of Health's (DOH) Women, Infants and Children (WIC) Services Branch has administered the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS) Supplemental Nutrition Program for WIC since 1974. Prior to automation, the certification and issuance of benefits was done manually, utilizing food vouchers printed by the State's mainframe system. Demographics, certification, health, medical, dietary and issuance data were captured manually on forms, keyed by a data entry contractor and imported into the State system via magnetic tape. The entire system was labor intensive, expensive, cumbersome and prone to error and abuse.

By mid-1990's, with the recommendation from the FNS Western Region Office, the Hawaii WIC Program procured the services of Burger, Carroll and Associates (BCA), Inc. to assist in the procurement of services from a software Development Contractor to automate WIC and develop a specific application. CMA Consulting Services of New York was selected as the Development Contractor with BCA acting as the Project Management Quality Assurance contractor. Working with State WIC staff, this contracting team developed and pilot tested the application, Serving Women, Infants and Children in Hawaii (SWICH) in late 1998 and fully implemented it statewide by April 1999.

SWICH utilizes client-server technology based on the Oracle relational database management system, in a distributed system. Currently there are 15 local agencies (LAs) with their agency-specific data on their own database server, along with a composite central database server located at the State Office Tower (SOT). These databases are synchronized by end-of-day jobs on a private Wide Area Network (WAN). Initially, this network was a 56 kB frame relay with a T1 trunk at SOT.

In Federal Fiscal Year (FFY) 2008, a pilot project was completed to determine whether the distributed databases could be centralized. It was hoped that this centralization would: 1) simplify or eliminate the end-of-day processing; 2) improve the system's instate transfer function; 3) reduce maintenance tasks, particularly database administration; 4) increase security; and 5) upgrade the network infrastructure. However, the pilot project demonstrated that despite an upgrade of the network infrastructure [700+ kB digital subscriber line (DSL)] to support online transactions, the client-server technology used to develop SWICH is not responsive enough for clinic operations. With these results, the network conversion to less expensive and faster DSL connections was completed with the centralization of the databases deferred until a new web-based WIC information system is developed.

Focus then shifted to the development and implementation of a new WIC information system through the USDA FNS Advanced Planning Document (APD) process. The Hawaii WIC Program is also interested in assessing the viability of implementing an FNS State Agency Model (SAM) information system. This Planning APD (PAPD) is the initial step in that process, and upon approval, the Program will develop a Request For

Proposal (RFP) to procure the services of a contractor to: 1) assist in surveying other WIC information systems (including those in SAM) to determine the feasibility of a technology transfer; 2) prepare an Information System Feasibility Study document for submission to FNS, completing the PAPD phase; 3) following FNS review and approval of the Feasibility Study and closure of the PAPD phase, assist in preparing an Implementation Advanced Planning Document (IAPD) for FNS submission and approval; and 4) upon completion and submission of the IAPD, assist in creating an RFP for the procurement of a contractor to develop and implement the new WIC application.

The implementation of a new WIC information system that complies with FNS WIC requirements and built with modern technologies will position the Program for success through automating manual processes, streamlining benefit delivery, improve service quality and enhance accountability. It will also position the Program to implement electronic benefits transfer (EBT) when that technology becomes available and viable for Hawaii WIC. The Program's many partners and stakeholders will also benefit from the implementation of a new WIC information system, including WIC participants, local WIC agencies and clinics, vendors, financial banking institutions, and the State Agency.

DESCRIPTION OF NEED

Background

Currently (spring 2009), the Hawaii WIC Program consists of 15 LA, divided into 41 individual clinics on all major islands statewide. These clinics distribute monthly benefits to approximately 36,000 low-income women, infants and children vis-à-vis 83,000 food instruments (FIs) valued at approximately \$2.6 million dollars per month or \$31.2 million dollars in direct benefits annually. With approximately \$9.5 million dollars in administrative costs, the total annual revenue stream of Federal funds (plus formula manufacturer rebates) into the state is over \$40 million dollars.

By spring 1999, the current SWITCH information system was implemented, greatly improving the Program's ability to certify and service participants, as well as to monitor and evaluate its effectiveness. However, it became increasingly apparent that SWITCH had fundamental weaknesses, both in its basic design and in the quality of its programming and implementation.

USDA funding enabled the Hawaii WIC Program to modify and enhance the initial system to implement mandated changes in certification, demographic definitions (i.e., race and ethnicity), food package, and risk factor rules. Other modifications included the conversion from pre-printed check stock to Magnetic Ink Character Recognition printed checks and the elimination of Social Security numbers from the collected data set for security reasons. These changes greatly improved the security surrounding participant certifications and the issuance of benefits; they were implemented by a programming contractor, procured via maintenance contract, the latest of which extends through FFY 2010.

At the time SWITCH was implemented, the vendor management and accounting administrative modules had numerous deficiencies, rendering them virtually unusable. The decision to proceed with the implementation was driven by the Y2K problem on the mainframe systems used to print the FIs prior to SWITCH. Subsequently, these modules were modified and incorporated into the SWITCH system from the Maryland WIC Program, as that system was a technology transfer from Hawaii at the time.

As previously mentioned, a pilot project demonstrated that it would not be feasible to centralize the Hawaii WIC Program's data, despite an upgrade to its WAN. The Program views this as a very serious limitation as it spreads maintenance effort and cost over numerous database servers. This limitation is exacerbated by the difficulty of maintaining data consistency between databases and thus ensuring data quality.

In the 10 years since its implementation, SWITCH has been extensively modified and enhanced to overcome its basic limitations, fix “bugs”, and accommodate mandated changes from FNS. In general, these modifications have been difficult and costly.

Considering the importance of SWITCH to the Hawaii WIC Program and the importance of the WIC Program to the people and economy of Hawaii, it is vital that the information system used be cost effective and efficient and to this end, must utilize the most current technology available (i.e., web technologies) and be EBT-ready.

Current WIC Information System (SWICH)

Developed in 1999, the core of the WIC information system was initially written in Oracle Forms 4.0 and consists of approximately 200 forms and reports. Functionally, the system does the following:

At the LA clinic:

- Point of certification data entry.
- Automated growth charts.
- Nutrition risk and priority status.
- Automatic calculation of certification periods.
- Data capture of associated family members.
- Income eligibility assessment and source of income capture.
- Food prescription assignment.
- Transfer of certification to another clinic (in and out of state).
- Track nutrition education contacts and topics covered.
- Print all FIs for all members within a family.
- Issue benefits on-demand.
- Provide satellite clinic administration, including remote server load/unload.
- Provide administrative functions such as user identification and password maintenance, end-of-day, instate transfers, and appointment maintenance.
- Provide food package creation, assignment and issuance of benefits.

At the State Agency (SOT):

- Base table maintenance (i.e., foods and standard food packages).
- Administrative functions for accounts, vendor management and clinical operations.
- Provide data for CDC and Participant and Program Characteristics submission and for linkage with birth certificate data.
- Provide ad hoc reports.
- Perform reconciliation between benefits issuance and banking redemption records.
- Provide data for periodic FNS reports, i.e., The Integrity Profile, 798 and 798A fiscal reports, rebate billing reports, and participation reports.
- Identify redeeming vendors.
- Assess high-risk vendors.

As previously mentioned, SWITCH was designed using client-server technology in a distributed database system which limits its further development. These design choices were reasonable and appropriate at the time of its development, as current network technologies were either non-existent or very costly, and web development tools were in their infancy. However, in the decade since its deployment, advancement in network and systems development technologies have resulted in systems that are cost effective to develop and maintain.

A pilot project demonstrated that SWITCH is not able to provide the level of responsiveness necessary to conduct clinic operations over the WIC WAN. This limitation prevents the consolidation of the distributed databases and thus necessitating the difficult task of keeping these databases consistent and accurate.

The adoption of Maryland's vendor management and financial modules also complicates the maintenance of the system, as these modules are written in Visual Basic 6.0, rather than Oracle Forms. Also, since the adoption of their vendor management and financial modules, the Maryland WIC Program has implemented a new web-based system, eliminating them as a possible maintenance option for these modules.

Although providing the Hawaii WIC Program with adequate functionality for 10 years, SWITCH is nearing the end of its life cycle. Maintaining it to accommodate mandated changes, performing routine fixes, and correcting its distributed databases has been relatively expensive and labor intensive. A new information system which uses the latest technologies (web and networking) and a centralized database will enable the Program to maintain the system more effectively and at lower expense. Furthermore, a new WIC system will be mandated to be EBT-ready and when deployed, will bring to bear the benefits to both the Hawaii WIC Program and its participants.

New WIC Information System

The aforementioned limitations of the current WIC information system, SWITCH, provide the framework for the desired advantages of the new system. A few of these advantages are:

- Being web-based and EBT-ready.
- Provide a centralized database reconciled from the current system's 15 distributed databases.
- Provide all core WIC functions, both at the WIC clinics and the State Agency (SOT).
- Comply with all applicable State of Hawaii Information Technology (IT) policies, standards and procedures.
- Comply with the USDA WIC Functional Requirements Document for a Model Information System with EBT (FReD-E). This includes considering the SAM approved systems for possible technology transfer.

These advantages would greatly enhance the effectiveness and accountability of the Hawaii WIC Program. Being web-based, clinic and administrative staff benefit by enhanced navigation and process flow. The database consolidation pilot project demonstrated the adequacy of the enhanced network to accommodate on-line transactions, and that the lack of responsiveness was due to the client-server application. A web-based application should eliminate this limitation.

Software modifications would be much easier to deploy in a web-based application as the current system requires forms and reports to be distributed onto numerous computers (clients and servers). Database modifications in a centralized database would also be greatly simplified rather than modifying 15 distributed databases. The centralization of the databases would also improve security and program integrity as the need to have redundant data is eliminated. This diminishes the possibility of dual participation and problems associated with the in-state transfer of participant records from one LA to another.

Regardless of the WIC Program's plans to implement EBT, new WIC information systems are required to be EBT-ready. Consequently, with the approval to acquire a new system, this requirement will ensure that the State of Hawaii's WIC Program will have the option to implement this technology without major modifications to the application software. The decision to implement WIC EBT may depend on current operational costs for this technology and acceptance by stakeholders (i.e., vendors).

RESOURCE REQUIREMENTS

WIC Steering Committee

A WIC Steering Committee will provide executive management for the development and implementation of the new information system. This WIC Steering Committee will be composed of the WIC Services Branch Chief and the Section Chiefs, and will designate a Project Lead to provide coordination and facilitate communication for the project. The Project Planning Contractor (PPC) will also participate in the Steering Committee on a consultative basis.

The WIC Steering Committee may include the participation of others to provide representation in a comprehensive cross-section of WIC business areas, such as:

- WIC Policies and Procedures;
- WIC Financial Management;
- WIC Clinic Operations (Competent Professional Authority and clerical);
- WIC Food Delivery;
- WIC Nutrition Services;
- WIC Vendor Management.

The WIC Steering Committee will be supported by ready access to IT professionals from the DOH's Health Information Systems Office, who are well versed in critical IT disciplines including, but not limited to:

- State of Hawaii IT policies, standards and procedures;
- IT planning and project management;
- IT architecture;
- IT security;
- IT networking and connectivity;
- IT operations management.

Other WIC members and IT professionals will participate as necessary based upon their knowledge and expertise, and the needs of the project. With the assistance from the WIC Steering Committee and its resources, the PPC will develop an Information System Feasibility Study required for the FNS PAPD phase. This Feasibility Study will explore the various options (including SAM systems) available for the development and implementation of a new WIC information system.

The Hawaii WIC Program looks forward to collaborating with FNS staff and to obtaining informal guidance and early review comments on key sections of draft work products.

WIC Information System Feasibility Study

The Hawaii WIC Program is very interested in assessing the feasibility of adopting a WIC SAM information system. To that end, the FNS required Feasibility Study will use the FNS FReD-E as a baseline to assess the existing WIC application, SWITCH, and any possible replacement system candidate. This Feasibility Study should provide a clear and detailed understanding of the improvements which could be realized through implementation of a new information system.

The Hawaii WIC Program may also include additional WIC information systems in the Feasibility Study, if viable non-SAM alternatives compatible with the State's IT policies, standards, architecture, and infrastructure are recommended through discussions with FNS and the PPC.

While the Hawaii WIC Program anticipates the results of the Feasibility Study will support the adoption of a WIC SAM information system, it is premature to begin implementation planning until more detailed information is available from the PAPD Phase.

If the Feasibility Study demonstrates that a WIC SAM system provides both a good fit with Hawaii's IT environment and significantly better support for the WIC Program's management and operational needs, the Steering Committee along with the PPC will develop and submit an IAPD for FNS review and approval, along with a request for project funding, to transfer and implement a WIC SAM information system.

SCHEDULE DELIVERABLES

The following is a very high level list of the deliverables for this project, and their portion of the total budget, payable upon acceptance and approval of the deliverable.

	Deliverable	Portion of Budget	Due*
1.	Feasibility Study / Cost Benefits Analysis	40%	5 months after notice to proceed
2.	Implementation Advance Planning Document (IAPD)	40%	5 months after acceptance of Feasibility Study
3.	Request for Proposal for Development Contractor	20%	1 month after acceptance of IAPD

Exhibit B: Federal Certifications

- **Guidelines for Organization-Wide Audits**
- **Certification Regarding Environmental Tobacco Smoke**
- **Certification Regarding Nondiscrimination**
- **Certification Regarding Drug-Free Workplace Requirements**
- **Certification Regarding Lobbying**
- **Certification Regarding Program Fraud Civil Remedies Act**
- **Certification Regarding Debarment and Suspension**

GUIDELINES FOR ORGANIZATION-WIDE AUDITS

Pursuant to the Single Audit Act Amendments of 1996, Public Law 104-156, the STATE is requiring A-133 audits from subrecipients who expend \$500,000 or more of federal funds in a year.

The audits must be conducted in accordance with the following standards:

1. Generally accepted auditing standards issued by the American Institute of Certified Public Accountants.
2. Government Auditing Standards issued by the Comptroller General of the United States.
3. Office of Management and Budget (OMB) Circular A-133, "Audits of states, local governments, and nonprofit organizations," dated June 30, 1997.

The audits must be conducted on an annual basis and submitted to the STATE within nine (9) months after the end of the audit period.

The audit report shall include the following:

1. The organization-wide financial statements prepared in accordance with generally accepted accounting principles or other comprehensive basis of accounting.
2. A schedule of federal financial assistance in the format prescribed by the OMB Circular A-133.
3. A schedule of the STATE's federal and state contracts received by the organization for the period covered by the financial statements. This schedule shall contain the:
 - a. ASO Log Number.
 - b. Contract amount for the contract period.
 - c. Expenditures charged against the contract during the current audit period and the prior audit periods for expenditure-reimbursement contracts; or amounts of units billed against the contract during the current audit period and the prior audit periods for unit-cost contracts since inception.
4. Auditor's reports on the organization's financial statements, supplemental schedule of expenditures of federal awards, and supplemental schedule of federal and state contracts received by the organization from the STATE.
5. Report on Compliance and on Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Government Auditing Standards.
6. Report on Compliance with Requirements Applicable to each Major Program and Internal Control over Compliance in Accordance with OMB Circular A-133.
7. Schedule of findings and questioned costs in the format prescribed in OMB Circular A-133.
8. Comments regarding prior year's findings.

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this document the applicant/grantee certifies that it will comply with the requirements of the Act. The applicant/grantee further agrees that it will require the language of this certification be included in any subawards which subgrantees shall certify accordingly.

Organization

Authorized Signature

Date

Title

CERTIFICATION REGARDING NONDISCRIMINATION

The PROVIDER hereby agrees to comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.); all provisions required by the implementing regulations of the Department of Agriculture; Department of Justice Enforcement Guidelines, 28 CFR 50.3 and 42; and Food and Nutrition Services ("FNS") directives and guidelines, to the effect that, no person shall, on the ground of race, color, national origin, sex, age or handicap, be excluded from participation in, be denied benefits of, or otherwise be subject to discrimination under any program or activity for which the PROVIDER received Federal financial assistance from FNS; and hereby gives assurance to immediately take measures necessary to effectuate this agreement. By accepting this assistance, the PROVIDER agrees to compile data, maintain records and submit reports as required, to permit effective enforcement of the nondiscrimination laws and permit authorized USDA personnel during normal working hours to review such records, books, and accounts as needed to ascertain compliance with nondiscrimination laws. If there are any violation of this assurance, the Department of Agriculture, Food and Nutrition Service, shall seek judicial enforcement of this assurance. This assurance is binding on the PROVIDER, its successors, transferees, and assignees, as long as it received assistance or retains possession of any assistance from the Department of Agriculture. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the PROVIDER.

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The undersigned (authorized official signing for the applicant organization) certifies that the applicant will, or will continue to, provide a drug-free workplace in accordance with 45 CFR Part 76 by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about--
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
 - And
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a) above;
- (d) Notifying the employee in the statement required by paragraph (a), above, that, as a condition of employment under the grant, the employee will--
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under paragraph (d) (2), with respect to any employee who is convicted--
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

For purposes of paragraph (d) regarding agency notification of criminal drug convictions, the DHHS has designated the following central point for receipt of such notices:

Division of Grants Policy and Oversight
Office of Management and Acquisition
Department of Health and Human Services, Room 517-D
200 Independence Avenue, S.W.
Washington, D.C. 20201

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING LOBBYING

Title 31, United States Code, Section 1352, entitled "Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions," generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative Branches of the Federal Government in connection with a SPECIFIC grant or cooperative agreement. Section 1352 also requires that each person who requests or receives a Federal grant or cooperative agreement must disclose lobbying undertaken with non-Federal (non-appropriated) funds. These requirements apply to grants and cooperative agreements EXCEEDING \$100,000 in total costs (45 CFR Part 93).

The undersigned (authorized official signing for the applicant organization) certifies, to the best of his or her knowledge and belief, that:

- (1) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. (If needed, Standard Form-LLL, "Disclosure of Lobbying Activities," its instructions, and continuation sheet are included at the end of this application form.)
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Organization Name

Name and Title of Authorized Representative

Signature

Date

**CERTIFICATION REGARDING PROGRAM FRAUD CIVIL REMEDIES ACT
(PFCRA)**

The undersigned (authorized official signing for the applicant organization) certifies that the statements herein are true, complete, and accurate to the best of his or her knowledge, and that he or she is aware that any false, fictitious, or fraudulent statement or claims may subject him or her to criminal, civil, or administrative penalties. The undersigned agrees that the applicant organization will comply with the Public Health Service terms and conditions of award if a grant is awarded as a result of this application.

Organization Name

Name and Title of Authorized Representative

Signature

Date

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

The undersigned (authorized official signing for the applicant organization) certifies to the best of his or her knowledge and belief, that the applicant, defined as the primary participant in accordance with 45 CFR Part 76, and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;
- (b) have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making a false statement, or receiving stolen property;
- (c) are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Should the applicant not be able to provide this certification, an explanation as to why, should be placed after the assurances page in the application package.

The applicant agrees by submitting this proposal that it will include, without modification, the clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions" in all lower tier covered transactions (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 45 CFR Part 76.

Organization Name

Name and Title of Authorized Representative

Signature

Date